

1 I declare under penalty of perjury that the foregoing is true and
2 correct to the best of my knowledge and belief. Executed by me this 29 day
3 of July, 1993, at Walnut Creek, California.

4 Thomas C. Hansen
Thomas C. Hansen

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SUBPOENA DUCES TECUM

1. TO Pacific Ten Conference 800 South Broadway Suite 400 Walnut Creek, California 94596 Attention: Mr. John Hansen, Esquire	2. FROM UNITED STATES OF AMERICA FEDERAL TRADE COMMISSION
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This subpoena requires you to appear and testify at the request of the Federal Trade Commission at a hearing [or deposition] in the proceeding described below (Item Number 6).

3. LOCATION OF HEARING Federal Trade Commission Suite 2000 601 Pennsylvania Avenue, N.W. Washington, D.C. 20580	4. YOUR APPEARANCE WILL BE BEFORE Michael E. Antalics, Esq.
	5. DATE AND TIME OF HEARING OR DEPOSITION February 20, 1990 at 10:00 a.m.

6. SUBJECT OF INVESTIGATION Restraints in the sale of college football television rights, File No. 891-0001.
--

7. RECORDS YOU MUST BRING WITH YOU See attached Specifications. In lieu of a personal appearance, you may submit the requested material along with an affidavit attesting to the completeness and accuracy of the return.
--

8. RECORDS CUSTODIAN / DEPUTY RECORDS CUSTODIAN James C. Egan, Jr. (Custodian) Michael E. Antalics (Deputy Custodian)	9. COMMISSION COUNSEL Michael E. Antalics, Esq. Casey R. Triggs, Esq. Deborah E. Klein, Esq.
---	---

DATE ISSUED Jan 24, 1990	COMMISSIONER'S SIGNATURE <i>Janet D. Steyer</i>
---------------------------------	--

GENERAL INSTRUCTIONS

APPEARANCE

The delivery of this subpoena to you by any method prescribed by the Commission's Rules of Practice is legal service and may subject you to a penalty imposed by law for failure to comply.

PETITION TO LIMIT OR QUASH

The Commission's Rules of Practice require that any petition to limit or quash this subpoena be filed within 20 days after service or, if the return date is less than 20 days after service, prior to the return date. Ten copies of the petition must be filed with the Secretary of the Federal Trade Commission. Send one copy to the Commission Counsel (Item Number 9).

TRAVEL EXPENSES

Use the enclosed travel voucher to claim compensation you are entitled to as a witness for the Commission. The completed travel voucher and this subpoena should be presented to Commission Counsel for payment. If you are permanently or temporarily living somewhere other than the address on this subpoena and it would require excessive travel for you to appear, you must get prior approval from Commission Counsel.

This subpoena does not require approval by OMB under the Paperwork Reduction Act of 1980.

RETURN OF SERVICE

*I hereby certify that a duplicate original
of the within subpoena was*

duly served
Indicate by
check (✓) method
used.)

*in person,
by registered mail,
by leaving copy at principal
office or place of business, to
wit:*

on the person named herein on

.....
(Month, day, and year)

.....
(Name of person making service)

.....
(Official title)

*I certify that the person named herein
was in attendance as a witness at*

On
(Month, day or days, and year)

.....
(Name of person certifying)

.....
(Official title)

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Daniel Oliver, Chairman
Terry Calvani
Mary L. Azcuenaga
Andrew J. Strenio, Jr.
Margot E. Machol

RESOLUTION DIRECTING USE OF
COMPULSORY PROCESS IN NONPUBLIC INVESTIGATION

File No. 891-0001

Nature and Scope of Investigation:

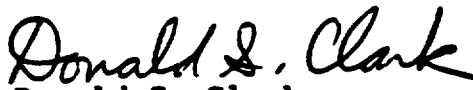
To investigate whether the College Football Association, the Division I-A Directors Association, these associations' members, the members' conferences, and unnamed persons, partnerships, or corporations, or others, have engaged in or are engaging in unfair methods of competition in violation of Section 5 of the Federal Trade Commission Act in or affecting commerce by, among other things, limiting competition in the broadcast of college football.

The Federal Trade Commission hereby resolves and directs that any and all compulsory processes available to it be used in connection with this investigation.

Authority to Conduct Investigation:

Sections 6, 9, and 10 of the Federal Trade Commission Act, 15 U.S.C. Sections 46, 49, and 50; FTC Procedures and Rules of Practice 16 C.F.R. Section 1.1, et seq. and supplements thereto.

by direction of the Commission.


Donald S. Clark
Secretary

ISSUED: January 26, 1989

MAY 12 1994

PP93-21

COPY

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

McCUTCHEN, DOYLE, BROWN & ENERSEN
 JOHN N. HAUSER, State Bar No. 24010
 DANIEL M. WALL, State Bar No. 102580
 FRANK M. HINMAN, State Bar No. 157402
 Three Embarcadero Center
 San Francisco, California 94111-4066
 Telephone: (415) 393-2000

ORIGINAL
FILED

AUG 17 1993

Attorneys for Defendant
 The Pacific-10 Conference

CLERK, U. S. DIST. COURT
 Eastern District of California

UNITED STATES DISTRICT COURT
 EASTERN DISTRICT OF CALIFORNIA

PAPPAS TELECASTING, INC., a)	No. CV-F 92 5589-OWW
California corporation, and as)	
Public Trustee,)	AMENDED
)	DECLARATION OF
Plaintiff,)	<u>JANUSZ A. ORDOVER</u>
)	
v.)	
)	
PRIME TICKET NETWORK, a)	
California Limited Partnership,)	
et al.,)	
)	
Defendant.)	

I, JANUSZ A. ORDOVER, declare and state as follows:

General Background

1. I am a Professor of Economics at New York University in New York City. My specialty is Industrial Organization, which is the field of economics concerned with competition among business firms and upon which "antitrust economics" is founded. I have devoted most of my professional life to the study and teaching of Industrial Organization

DECLARATION OF JANUSZ A. ORDOVER

1 economics, and to its application through antitrust law and
2 policy.

3 2. My educational background is as follows: I
4 received my University degree in 1966 from the Department of
5 Political Economy at Warsaw University in Warsaw, Poland.
6 Thereafter, I studied in the Departments of Economics and
7 Political Science at McGill University in Montreal, Canada. I
8 obtained my Ph.D. in Economics from Columbia University in New
9 York City in 1973.

10 3. After obtaining my Ph.D., I joined the faculty of
11 New York University as an Assistant Professor of Economics.
12 Except for a few occasions where I taught or worked elsewhere,
13 I have been associated with the University ever since. I
14 became a full professor in 1982, at which time I also became
15 the Director of Graduate Studies for the Economics Department.
16 I have also taught economics at the Yale School of Business
17 Management, at Columbia University, and at the Università
18 Commerciale "Luigi Bocconi" in Milan, Italy. Finally, I have
19 taught law and economics courses relating to antitrust at the
20 New York University and Columbia Law Schools.

21 4. My academic research and writing has focused on
22 antitrust issues. My full Curriculum Vitae, which lists my
23 publications, is attached as Exhibit A. Among the journals in
24 which my antitrust-related articles have appeared are The
25 Harvard Law Review, The Yale Law Journal, The Columbia Law

26 / / /

1 Review, The California Law Review, and all of the leading
2 economics journals.

3 5. I have frequently consulted with law firms and
4 corporations involved in antitrust litigation. A partial list
5 of my consulting assignments is contained in my C.V. I have
6 experience with every major antitrust issue, including with the
7 analysis of joint ventures and the restraints that may arise
8 ancillary to joint venture agreements.

9 6. In July, 1991, I was appointed by President
10 George Bush to the position of Deputy Assistant Attorney
11 General of Economics, Antitrust Division, United States
12 Department of Justice. In this post I was responsible for
13 coordinating the economic analysis that guided all of the
14 antitrust enforcement activities of the Justice Department.
15 The position is generally considered to be the most important
16 and influential position an economist can obtain in the
17 antitrust field. During my tenure, the Department of Justice
18 and the Federal Trade Commission issued joint Merger Guidelines.
19 I was extensively involved in the effort of drafting the
20 Guidelines. The economic analysis of mergers has much in
21 common with the analysis of joint ventures such as is at issue
22 in this case. I returned to New York University in 1993.

23 7. Prior to joining the Justice Department, I
24 analyzed, at the request of attorneys representing the Pacific
25 Ten Conference, various competitive issues relating to college
26 football broadcasting. My research was prompted by an

1 investigation by the Federal Trade Commission of, among other
2 issues, TV broadcast licensing practices in college football.

3 The FTC Investigation of College Football

4 8. The FTC investigation posed the question of
5 whether the joint selling arrangements among the member
6 institutions of the College Football Association ("CFA"), on
7 the one hand, and the Big Ten and Pac-10 conferences, on the
8 other, unreasonably restrained trade in the alleged "market"
9 for college football television broadcasting rights. The
10 concern was that the joint ventures among the CFA members and
11 the Big Ten/Pac-10 members resulted in too much coordination
12 and too little competition in the sale of TV rights. At the
13 same time, there were only three distinct sellers of nationwide
14 over-the-air broadcast rights: the CFA, the Big Ten/Pac-10,
15 and the University of Notre Dame.

16 9. My analysis led me to conclude that the pooling
17 of television broadcast rights by college football teams is not
18 inherently anti-competitive. Despite the fact that these
19 arrangements somewhat restrict individual teams' TV licensing
20 rights, they nevertheless also generate significant benefits to
21 the viewing public. Consequently, from the competition
22 perspective, the economic effects of these licensing
23 restrictions adopted by the college football joint ventures
24 ("conferences") must be scrutinized using the familiar
25 cost-benefit approach, which in antitrust is terms the "rule of
26 reason" approach.

1 10. It is generally recognized by economists that
2 there often are efficiencies to joint selling arrangements, and
3 this was such a case. By pooling their games together, the
4 colleges are able to offer the television networks a portfolio
5 of games, the desirability of which varies from school to
6 school, year to year, and often during a season. There are
7 clear transaction cost efficiencies, and the ability of lesser
8 known schools to contract with their better known rivals gives
9 them opportunities for access to nationwide or regional
10 audiences that might not otherwise be present.

11 11. Indeed, the FTC staff did not assess the
12 propriety of joint contracting from the vantage point of per se
13 illegality. In my assessment, the issues that concerned the
14 FTC staff were more specific. They were: (a) whether the
15 joint ventures (conferences) were too large (i.e., included too
16 many schools); and (b) whether and what restraints on TV
17 licensing of their games the co-venturers (college football
18 teams) impose on each other without undermining the competitive
19 process to the detriment of the broadcasters and, ultimately,
20 the viewing public.

21 12. The first question -- whether the ventures
22 (conferences) were too large -- is a familiar, even basic
23 question in the analysis of joint ventures. From an
24 economist's perspective, if there are efficiencies to joint
25 ventures, including joint selling arrangements, then one would
26 like to see such ventures being formed in the marketplace. In

1 such a case, competition will then take place among joint
2 ventures (for example, several joint ventures have competed to
3 establish the technical standards for HDTV), or perhaps among
4 joint ventures and individual firms (for example, VISA
5 competing with American Express). The concern is that if joint
6 ventures become overinclusive, there may not be enough firms
7 left to form viable competing joint ventures. As a result,
8 effective competition could be effectively lessened. On the
9 other hand, just because the relevant market can only contain
10 two or three independent joint ventures, it does not mean that
11 the competitive process is not working as well as it can under
12 the circumstances.

13 13. Indeed, there is no straightforward formula for
14 determining the optimal size of a joint venture, nor for
15 determining how many separate sellers (individual firms or
16 joint ventures) are required for effective competition. These
17 types of inquiries are, by their very nature, very fact
18 specific and require a careful assessment of efficiencies from
19 horizontal restraints against the potential risk of diminution
20 of incentives to compete when the number of independent market
21 participants is small.

22 14. My preliminary analysis of college football
23 conferences suggested that joint ventures of ten (the Pac-10
24 alone) or even twenty (the Pac-10 and Big Ten combined) schools
25 did not create competitive problems. There are about ninety
26 schools -- albeit of differing quality -- that compete in the

1 major college football conferences or are what are known as
2 "major independents." Joint ventures with a maximum size of
3 twenty schools would permit four, possibly five competitors.
4 Since that equals or exceeds the number of realistically
5 available nationwide broadcasters (at most two of the three
6 major broadcast networks at any one time, plus FOX and ESPN), I
7 concluded that the Pac-10 and Pac-10/Big Ten ventures were not
8 unreasonably inclusive, especially given the undisputed and
9 significant long-term benefits to the viewing public from joint
10 packaging of college football.

11 15. The FTC staff apparently shared my conclusion.
12 It did not challenge the Pac-10 or Big Ten. However, the
13 College Football Association ("CFA"), which had at the time
14 approximately 65 member institutions, was sued.

15 16. The second issue posed by the FTC staff was
16 whether the restraints on independent licensing of their games
17 that conferences imposed on their members, and which may be
18 perceived as being perhaps ancillary to the joint ventures,
19 were reasonable. The restraints that received the most
20 analytic attention were those in the Pac-10's agreements with
21 ABC and Prime Ticket providing for "time period exclusivity."

22 17. There is a tiered structure to college football
23 rights transactions. At the "top" are the separate agreements
24 between the CFA, the Pac-10/Big Ten, and Notre Dame (the
25 contracting institutions) and the nationwide over-the-air
26 broadcasters (the buyers). These "time period exclusivity"

1 agreements provide that while a national or regional game is
2 being televised, no other home game of a contracting
3 institution may be televised by anyone else. Significantly,
4 some overlap -- 45 minutes at each end of the game -- is
5 permitted.

6 18. The second tier of rights consists of the
7 agreements between the colleges and their joint ventures, on
8 the one hand, and regional (typically cable) broadcasters. The
9 Pac-10 has such an agreement with Prime Ticket Network. Prime
10 Ticket acquires its rights subject to the time period
11 exclusivity provisions of the Pac-10/Big Ten Agreement with
12 ABC, but gets its own time period exclusivity rights.

13 19. The third tier of rights arises because any
14 school whose home game is not televised under the first two
15 agreements is free to sell the broadcast rights on the open
16 market. Of course, the game "sold" to the third tier
17 broadcaster may not overlap (except on the edges) with the top
18 tier and second tier broadcasts.

19 20. The business reasons for time period exclusivity
20 are sound and legitimate. The most important one is to protect
21 the higher tiered buyers from having their audience for the
22 games they selected for broadcast diverted by another game
23 within the control of the seller. Broadcasters are
24 understandably and appropriately unwilling to commit to a
25 season of Pac-10 football, and to promoting Pac-10 football, if
26 every time they show a Cal or UCLA game, another broadcaster is

1 able to concurrently televise a Stanford or USC game. Indeed,
2 in the absence of such exclusivity, the seller might
3 potentially have an incentive to sell its available attractive
4 games in the "spot" market to be televised against the network
5 which has a (multi)season contract with the seller.

6 21. The finding that there are sound business reasons
7 for exclusivity does not end the antitrust analysis, however.
8 For, whereas it would be ridiculous to even inquire as to
9 whether an exclusive contract with a particular network by such
10 a superstar as David Letterman or Roseanne Arnold is
11 anti-competitive, here (limited) exclusivity is a result of an
12 agreement among potential competitors (i.e., college football
13 teams) and the buyers (i.e., TV broadcasters). A horizontal
14 restraint such as time period exclusivity should be narrowly
15 tailored so that competition is not strained appreciably more
16 than is required to serve the legitimate purpose of protecting
17 the superior tier buyer's goodwill and ensuring adequate return
18 to colleges on their investment in college football.

19 22. Again, there is no simple formula that would
20 enable the analyst quickly to determine whether a restraint is
21 pro-competitive or anti-competitive. After a review of the
22 pertinent facts, I concluded during the FTC investigation that
23 the Pac-10's agreement met this test. The Pac-10 did not
24 provide full day exclusivity, nor even a buffer period in
25 excess of the length of national or regional games. It
26 tailored the exclusivity only to the length of the game, and

1 really not even to that given the 45-minute overlaps that are
2 permitted. It is not apparent how the broadcasters could take
3 less in the way of time period exclusivity and still protect
4 their goodwill.

5 23. In arriving at my conclusion regarding the
6 competitive effects of time period exclusivity, I assessed
7 whether it nevertheless permitted a reasonable mix of games to
8 be broadcast, thereby ensuring that viewers have the ability to
9 watch a wide selection of football games on television. If the
10 effect of time period exclusivity were a substantial
11 constriction on viewer choices so that only one game, or just a
12 few other games, were actually broadcast during the viewing
13 period, one could potentially conclude that the restraint on
14 competition was excessive relative to benefits from
15 exclusivity. The evidence that time period exclusivity did not
16 significantly restrict the supply of college football games to
17 the viewing public was strikingly clear.

18 Even with the CFA agreement in effect (a single
19 agreement binding some 65 schools), there was an abundance of
20 college football on television. This included both live and
21 delayed broadcast games. Indeed, I found it was typical for
22 some college football to be available from early in the morning
23 to late at night every Saturday during the season. Often
24 viewers had a choice of three or four games at the same time.
25 Although some might argue that even more college football would
26 have been desirable, I saw no evidence that would permit me to

1 conclude that the supply (or output) of televised college
2 football had been appreciably restrained relative to the total
3 viewing public's preferences regarding sports and other types
4 of programming.¹

5 The FTC staff seemed to agree that, given the size of
6 Pac-10, nothing in the Pac-10's agreements unreasonably
7 restrained competition, since no action against the Pac-10 was
8 commenced.

9 The Current Controversy

10 24. I have read the Amended Complaint in this matter,
11 Plaintiff's responses to the Pac-10's interrogatories, and
12 Plaintiff's brief in opposition to the Motion to Dismiss filed
13 by Prime Ticket and CVN. I am therefore familiar with
14 Plaintiff's allegations. From the perspective of economic
15 analysis, the issues are the same as those I studied in
16 connection with the FTC investigation. The Plaintiff's primary
17 complaint is about time period exclusivity. Plaintiff's
18 perspective is narrower than the FTC's, however: it is
19 concerned primarily, if not solely, with the effects of time

20
21 ¹ As a technical matter, I should note that in an industry
22 such as television broadcasting, it is very difficult to
23 determine whether there is "enough" of a supply of any
24 particular type of product. The main reason is that consumers
25 do not directly "pay" for their viewing choices. When we want
26 to assess whether there is "enough" supply of automobiles, for
which consumers pay directly, we can compare the incremental
costs of producing additional volumes and models of cars with
the buyers' willingness to pay for that additional output.
Even in the case of automobiles, such an empirical test is
difficult to apply, however.

1 period exclusivity on a local broadcaster's ability to televise
2 specific games.

3 25. In my opinion, the Plaintiff's approach to this
4 case contains a fundamental analytical error. I refer to the
5 Plaintiff's focus on the narrow issue of whether the Pac-10's
6 agreements prevented the live broadcast of two particular
7 Fresno State University ("FSU") football games. In doing so, I
8 abstract from the question whether FSU's football games are the
9 relevant product market and whether the Plaintiff's KMPH-TV
10 broadcast area is the relevant geographic market in which to
11 assess the competitive effects of time period exclusivity: two
12 issues on which the Plaintiff's papers are woefully
13 inadequate. I also accept, merely for the sake of simplifying
14 my analysis, that the agreements precluded KMPH from televising
15 live two FSU games, and even that Plaintiff had no readily
16 available counterstrategy such as broadcasting the games on a
17 delayed basis or arranging to have the kickoff times changed.

18 Even granting all this to the Plaintiff, I argue that
19 from the standpoint of accepted economic analysis, Plaintiff's
20 focus on his access to two specific FSU games, which he would
21 have otherwise broadcast, is misplaced. I do want to note,
22 however, that the Plaintiff conveniently fails to mention how
23 many FSU games he did actually broadcast during the college
24 football season and whether its contract with FSU contains any
25 exclusivity provisions in it. (It is my understanding that it
26 does.)

1 26. Plaintiff's analytic error is its implicit
2 assertion that the inability of a local broadcaster to televise
3 any game of its choosing at the time of its choosing ipso facto
4 means that the market is performing noncompetitively. That is
5 in no way true.

6 Competitive markets rarely, if ever, provide consumers
7 with everything they desire, and they certainly do not provide
8 each and every consumer everything he or she desires. We all
9 know how difficult -- often impossible -- it is to find just
10 the right car, movie, restaurant, or a TV show, despite the
11 fact that car, movie, restaurant, and TV markets are all highly
12 competitive. Market competition leads to mix of products and
13 services and levels of output, or supply, that broadly satisfy
14 consumer needs relative to the costs of satisfying these needs
15 and the consumers' willingness to pay for having their needs
16 met. Even when this ideal is met, there will inevitably be
17 some consumers who cannot find just the right car, just the
18 right restaurant, or their favorite college's football game on
19 television. Accordingly, just as some consumer dissatisfaction
20 with the variety of cars or restaurants that are available does
21 not imply that the automobile or restaurant markets are
22 performing noncompetitively, the fact that some viewers or
23 broadcasters are dissatisfied with the available supply of
24 college football games to watch or televise does not imply that
25 the broadcast rights market is performing noncompetitively.

26 / / /

1 27. Proper analysis must focus on whether the
2 existing industry structure (i.e., the number of independent
3 sellers) and the contracting practices they employ permit the
4 amount and variety of games to be televised, over the long run,
5 that is reasonably consistent with the viewing public's direct
6 (and indirect) willingness to pay for college football
7 television broadcast.² If the answer is yes, one need not be
8 concerned with whether specific additional games were televised.

9 28. The most striking fact in this case is the total
10 number of college football games, and hours, that were televised
11 in the Fresno area on the two Saturdays when Plaintiff says it
12 was prevented from televising the Fresno State games. There
13 were seven and nine games respectively on the two Saturdays.
14 There was a total of 56 hours of college football broadcast.
15 On September 14, 1991, there was continuous live college
16 football broadcast in the Fresno area from 9:30 a.m. until 9:30
17 p.m., with as many as four games overlapping at the same time,
18 and featuring highly popular schools such as USC (playing Penn
19 State), Notre Dame and Michigan (playing each other), UCLA
20 (playing Tennessee) and Stanford (playing Arizona). On
21 September 21, there was continuous live college football
22 broadcast from 9:30 a.m. until 10:00 p.m., as many as five

23
24 ² Here, I must reemphasize that I provisionally assume that
25 college football is the relevant product market. Clearly, if
26 the relevant market were broader than that, the competitive
concerns from exclusivity would be even less significant.

1 games overlapped at one time, and the teams featured included
2 USC (playing Arizona State), Notre Dame (playing Michigan
3 State), Nebraska (playing Washington State) and Cal (playing
4 Arizona). It is also noteworthy that there were eight
5 appearances by Pac-10 teams on these two Saturdays.

6 One may wonder: if this is not enough, what is?

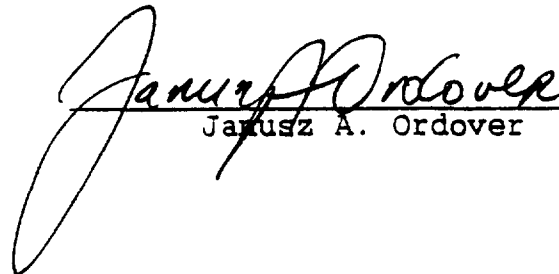
7 29. In theory, at least, these powerful facts do not
8 absolutely foreclose the possibility that the broadcast rights
9 market is performing noncompetitively. But it certainly does
10 not meet any burden that an economist would find acceptable to
11 say that because, in the absence of time period exclusivity,
12 two more games may have been broadcast, the market was
13 performing noncompetitively. Given the available facts, such a
14 conclusion is extremely unlikely. The reverse conclusion is,
15 however, in my view more plausible: But for the rather limited
16 time period exclusivity, fewer Pac-10 and other games would
17 have been broadcast because the Pac-10 and other conferences
18 would not have had as attractive a product to sell to
19 broadcasters. This is the most fundamental point that the
20 Plaintiff fails to address in its Complaint. The Plaintiff
21 confuses a short-term effect of exclusivity on its ability to
22 obtain two prescheduled FSU games for broadcast with long-term
23 implications of the exclusion on the supply of the college
24 football product to television viewers. It is these long-run
25 consequences that are of importance from the standpoint of
26 competitive analysis.

1 30. Before the Pac-10's agreements can be condemned
2 as anti-competitive, there must be proof that as a result of
3 these agreements, there has been a substantial adverse effect
4 on the long-run level of output and variety of broadcast
5 college football that is being made available to the viewing
6 public. Given the undisputed facts, I believe such a proof is
7 not likely to be forthcoming. And even this conclusion
8 presupposes that college football broadcasted on over-the-air
9 and cable television is the relevant product market in which to
10 analyze the competitive effects of various contractual
11 arrangements.

12 31. The foregoing represents my expert opinion, which
13 I have arrived at on the basis of the facts presently available
14 to me and which also reflects the analysis I conducted in
15 connection with the FTC investigation.

16 I declare under penalty of perjury under the laws of
17 the State of California that the foregoing is true and correct.

18
19 DATED: August 16, 1993

20
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22 Janusz A. Ordover
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DECLARATION OF JANUSZ A. ORDOVER

March 1993

CURRICULUM VITAE

JANUSZ ALEKSANDER ORDOVER

Department of Economics
New York University
269 Mercer Street
New York, NY 10003

Office: (212) 998-8956
Fax: (212) 995-3932
Home: (203) 838-0625
Fax: (203) 831-0886

Born: February 6, 1946; United States Citizen, Married

EDUCATION:

1968-1973	Columbia University New York Graduate Department of Economics and European Institute of the School of International Affairs Doctoral Dissertation Three Essays on Economic Theory May 1973
1967-1968	McGill University Departments of Economics and Political Science Montreal, Canada
1963-1966	Warsaw University Department of Political Economy Warsaw, Poland

HONORS:

1973	The highest distinction for the doctoral dissertation
1971-1972	Honorary President's Fellow Columbia University
1969-1971	President's Fellow Columbia University
1967-1968	Honors Student McGill University
1964, 1965	Award for Academic Achievement Department of Political Economy Warsaw University Who's Who in the World Who's Who in America Who's Who in the East

Janusz Aleksander Ordover

Page 2 of 12

PROFESSIONAL POSITIONS:

6/82 - Present	Professor of Economics Department of Economics New York University
8/91 - 10/92	Deputy Assistant Attorney General for Economics Antitrust Division U.S. Department of Justice
9/89 - 7/90	Visiting Professor of Economics School of Management and Organization Yale University Lecturer in Law Yale Law School
3/84 - 6/88	Visiting Professor of Economics, Università Commerciale "Luigi Bocconi" Milan, Italy
6/82 - 2/85	Director of Graduate Studies Department of Economics New York University
9/82 - 6/86	Adjunct Professor of Law (part-time) Columbia University Law School
2/82 - 6/82	Acting Director of Graduate Studies Department of Economics New York University
6/78 - 6/82	Associate Professor of Economics New York University
9/79 - Present	Lecturer in Economics and Antitrust New York University Law School
9/77 - 6/78	Member Technical Staff Bell Laboratories Holmdel, New Jersey Associate Professor of Economics Columbia University Visiting Research Scholar Center for Law and Economics University of Miami
9/73 - 8/77	Assistant Professor of Economics New York University

Janusz Aleksander Ordoover

Page 3 of 12

PROFESSIONAL POSITIONS: (continued)

Summer 1976 Legal Institute for Economists
University of Miami Center for Law and Economics

Summer 1976 Visiting Researcher
Bell Laboratories
Holmdel, New Jersey

OTHER PROFESSIONAL ACTIVITIES:

1992 - 1993 Vice-Chair (Pro Tem), American Bar Association
Economics Committee

1992 - Present Senior Consultant
Organization for Economic Cooperation & Development

1990 - 1991 Senior Consultant
Organization for Economic Cooperation & Development

1991 Member, Ad-hoc Working Group on Bulgaria's Draft
Antitrust Law
The Central and East European Law Initiative
American Bar Association

1990 - 1991 Advisor to Polish Ministry of Finance and
Anti-Monopoly Office

1990 - 1991 Member, American Bar Association
Section of Antitrust Law
Special Committee on International Antitrust

1990 - 1991 Director and Senior Advisor
Putnam, Hayes & Bartlett, Inc.

1990 - Member
American Bar Association
Section of Antitrust Law
Predatory Pricing Monograph Task Force

1989 Competitive Issues in the Cable TV Industry
Testimony in the Senate Antitrust
Monopolies and Business Rights Subcommittee
Washington, D.C.
(April 12, 1989)

1989 Member
American Bar Association
EEC Merger Control Task Force

Janusz Aleksander Ordoover

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OTHER PROFESSIONAL ACTIVITIES: (continued)

1988 - Associate Member
American Bar Association

1987 - 1989 Adjunct Member
Antitrust and Trade Regulation Committee
The Association of the Bar of the City of New York

1984 Speaker
American Bar Association, National Institutes,
"Industrial and Intellectual Property: The Antitrust
Interface"
Philadelphia, Pennsylvania

1983 - 1990 Director
Consultants in Industry Economics, Inc.

1982 Member, Organizing Committee
Tenth Annual Telecommunications Policy Research
Conference
Annapolis, Maryland

1981 Member, ABA Section 7 Clayton Act Committee
Project on Revising Merger Guidelines

1980 Organizer, Invited Session on Law and Economics
American Economic Association Meetings
Denver, Colorado

1978 - 1979 Member, Department of Commerce Technical Advisory Board
Scientific and Technical Information Economics & Pricing
Subgroup

Referee for numerous scholarly journals, publishers, and the National Science Foundation.

MEMBERSHIP IN PROFESSIONAL SOCIETIES:

American Economic Association
American Bar Association